

Landmark DeSoto
DeSoto County, Mississippi

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STATE OF MISSISSIPPI
COUNTY OF DESOTO
THIRD CHANCERY DISTRICT

FOURTH AMENDMENT TO DEED OF TRUST

THIS FOURTH AMENDMENT TO DEED OF TRUST (this "*Fourth Amendment*") is made and entered into as of the 31st day of July, 2009, by and between:

MISSISSIPPI EXTENDED CARE CENTERS, INC., a Mississippi business corporation,
as Grantor (herein designated as "*Grantor*")
763 Avery Boulevard North
Ridgeland, Mississippi 39157
Telephone: (601) 956-8884

and

JPMORGAN CHASE BANK, N.A., a national banking association,
successor by merger to Bank One, NA, as Beneficiary (the "*Beneficiary*")
451 Florida Boulevard
Baton Rouge, Louisiana 70801
Telephone: (225) 332-4022

INDEXING INSTRUCTIONS: SE Quarter of the SE Quarter of Section 33, Township
1 South, Range 8 West of DeSoto County, Mississippi
(See Exhibit A attached) (Page 8)

PRELIMINARY STATEMENTS

A. Grantor is the owner of certain real property situated in the County of DeSoto, State of Mississippi, being more particularly described on **Exhibit "A"** attached hereto (said property, together with all buildings, fixtures and improvements located thereon, the "*Property*"); and

B. Pursuant to a Deed of Trust dated October 2, 2000, recorded in Book 1256 at Page 577 in the office of the Chancery Clerk of DeSoto County, Mississippi, which deed of trust was modified by that certain Extension Agreement dated December 31, 2001, executed by and between Grantor and Beneficiary, recorded in Book 1446 at Page 332 of the land records of the aforesaid Chancery Clerk (said deed of trust, as modified by said Extension Agreement, hereinafter referred to as the "*Original Deed of Trust*"), Grantor granted a lien on the Property in favor of Lender to secure the payment of obligations of Grantor under that certain loan agreement dated October 2, 2000, by and between Grantor and Beneficiary, in the amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "*MECC Loan*"), as evidenced by that certain Promissory Note dated October 2, 2000, made by the Grantor to the order of the Beneficiary, in the principal amount of the Loan and being due and payable in full on October 1, 2002, which note was amended on December 1, 2001, to reflect, inter alia, a reduction in the principal amount thereof and an extension of the maturity date to January 1, 2007 (collectively, the "*MECC Note*"); and

C. In addition to the MECC Loan, Beneficiary has made other loans to affiliates of Grantor, namely, Community Extended Care Centers, Inc., a Mississippi corporation ("*CECC*") and Louisiana Extended Care Centers, Inc., a Louisiana corporation ("*LECC*") (which loans, together with the MECC Loan, are hereinafter referred to collectively as the "*Affiliate Loans*"); and

D. On August 21, 2002, Beneficiary, Grantor, CECC, and LECC consolidated the Affiliate Loans into a single loan (the "*Consolidation Loan*"), made by Beneficiary, in favor of Grantor, CECC, and LECC, as co-borrowers (the "*Borrowers*"), in the amount of Twenty-Four Million Eight Hundred Twenty-Four Thousand Nine Hundred One and 62/100 Dollars (\$24,824,901.62), pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement (the "*Consolidation Loan Agreement*") dated August 21, 2002, by and between Beneficiary and the Borrowers, as evidenced by that certain promissory note (the "*Consolidation Note*") dated August 21, 2002, made by the Borrowers to the order of Beneficiary, in the principal amount of the Consolidation Loan, and being due and payable on August 21, 2005, which Consolidation Loan amount represents the total outstanding principal and interest due under the Affiliate Loans as of the date hereof; and

E. In connection with the Consolidation Loan, the Original Deed of Trust was amended to reflect the indebtedness evidenced by the Consolidation Note pursuant to the terms and conditions of that certain First Amendment to Deed of Trust dated August 21, 2002, by and between Grantor and Beneficiary (the "*First Amendment*"); and

F. On November 30, 2005, Borrowers and Lender agreed to amend the Consolidation Loan Agreement, *inter alia*, and renewed the Consolidation Loan in the aggregate principal amount of Twenty-Two Million One Hundred Ninety-One Thousand Four Hundred Ninety-Two And No/100 Dollars (\$22,191,492.00) (the "*2005 Loan*"), pursuant to the terms and conditions of that certain First Amendment to Amended and Restated Loan Agreement (the "*2005 Loan Agreement*") dated November 30, 2005, by and between Borrowers and Beneficiary, as evidenced by that certain First Amended and

Restated Line of Credit Note (the "*2005 Note*"), made by Borrowers in favor of Beneficiary, in the principal amount of the 2005 Loan, and being due and payable on August 31, 2010; and

G. In connection with the 2005 Loan, the Original Deed of Trust was amended to reflect the indebtedness evidenced by the 2005 Note pursuant to the terms and conditions of that certain Second Amendment to Deed of Trust by and between Grantor and Beneficiary (the "*Second Amendment*"); and

H. The Borrowers and Lender further renewed, extended and modified the covenants and terms of the 2005 Loan Agreement, including repayment and maximum available amount, all as evidenced by: (i) a Second Amended and Restated Loan Agreement dated as of November 21, 2007 among Borrowers and Lender (the "*2007 Loan Agreement*"); and (ii) that certain Line of Credit Note dated November 21, 2007 (the "*2007 Note*") made by Borrowers in favor of Lender in the principal amount of Twenty Two Million Two Hundred Seventy Thousand and Ninety Two and 00/100 Dollars (\$22,270,092.00) (the "*2007 Loan*").

I. In connection with the 2007 Loan, the Original Deed of Trust, as amended by the First Amendment and Second Amendment, was amended to reflect the indebtedness evidenced by the 2007 Loan Agreement and the 2007 Note pursuant to the terms and conditions of that certain Third Amendment to Deed of Trust dated January 31, 2008, by and between Grantor and Beneficiary (the "*Third Amendment*", and together with the First Amendment, the Second Amendment, and this Fourth Amendment, collectively, the "*Deed of Trust*"); and

J. The Grantor is now the owner of the Property, and there are no defenses or offsets to the Deed of Trust or the debt that the Deed of Trust secures; and

K. Trans-Med, L.L.C., a Louisiana limited liability company ("*Trans-Med*") is or will be indebted unto Beneficiary for a term loan (the "*Trans-Med Loan*") made or to be made pursuant to the terms of a Term Loan Agreement (as amended, supplemented or restated from time to time, the "*Trans-Med Loan Agreement*") dated as of July 31, 2009, among Trans-Med, Elton G. Beebe, Jr., as guarantor, Felicia Beebe Stallard, as guarantor, Alison Beebe Danos, as guarantor, Magnolia Management Corporation, as guarantor (and together with the other guarantors, collectively, the "*Guarantors*"), and Beneficiary; and

L. The making of the Trans-Med Loan by the Beneficiary to Trans-Med will be of substantial benefit to Grantor, and, consequently, in order to induce the Beneficiary to make the Trans-Med Loan and to secure the full and punctual payment and performance of Trans-Med under the Trans-Med Loan Agreement, the Trans-Med Note and other related loan documents (collectively, the "*Trans-Med Loan Documents*"), the Grantor has agreed to execute and deliver this Fourth Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties hereto, the Grantor and the Beneficiary covenant and agree as follows:

1. The description of "*Loan*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the Trans-Med Loan, and all references in the Deed of Trust to "*Loan*" are hereby deemed to include the Trans-Med Loan, together with any and all extensions, modifications, and renewals thereof.

2. The description of "*Note*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the Trans-Med Note, and all references in the Deed of Trust to

"Note" are hereby deemed to include the Trans-Med Note, together with any and all extensions, modifications and renewals thereof.

3. The description of "*Loan Agreement*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the Trans-Med Loan Agreement, and all references in the Deed of Trust to "Loan Agreement" are hereby deemed to include the Trans-Med Loan Agreement, together with any and all extensions, modifications and renewals thereof.

4. The description of "*Loan Documents*", as said term is defined in the Deed of Trust, is hereby amended and supplemented to include the Trans-Med Loan Documents, and all references in the Deed of Trust to "Loan Documents" are hereby deemed to include the Trans-Med Loan Documents.

5. The Grantor shall comply with the other terms of the Deed of Trust, except as modified herein. In the event that the terms and provisions contained in the Deed of Trust in any way conflict with the terms and provisions contained in this Fourth Amendment, the terms and provisions of this Fourth Amendment shall prevail, and as modified by this Fourth Amendment, the Deed of Trust is hereby ratified and confirmed.

6. Nothing herein contained shall in any matter affect the priority or lien of the Deed of Trust securing the MECC Note, the Consolidation Note, the 2005 Note, or the 2007 Note (collectively, the "*Prior Notes*"). It is the intention of the Grantor and Beneficiary that this Fourth Amendment shall not constitute a novation of the Prior Notes, the Deed of Trust, or the indebtedness secured thereby.

7. This Fourth Amendment shall be binding on the heirs, executors, administrators, successors and assigns of the Grantor and the Beneficiary.

8. This Fourth Amendment may be executed in any number of counterparts which, when taken together as a whole, shall constitute a single instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[Signature Page to Fourth Amendment to Deed of Trust]

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Fourth Amendment on the day, month and year first set forth above.

GRANTOR:

MISSISSIPPI EXTENDED CARE CENTERS, INC.

By: 

Name: David W. Stallard

Title: President

BENEFICIARY:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Robert Schneckenburger

Title: Senior Vice President

STATE OF LOUISIANA

PARISH OF JEFFERSON

Personally appeared before me, the undersigned authority in and for the said parish and state, on this 31st day of July, 2009, within my jurisdiction, the within named David W. Stallard who acknowledged that he is the President of Mississippi Extended Care Centers, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing Fourth Amendment, after first having been duly authorized by said corporation to do so.



A handwritten signature of John Patrick Beauchamp in black ink.

John Patrick Beauchamp
Notary Public
Bar Roll No. 02898
Jefferson Parish, Louisiana
My commission is for life.

STATE OF LOUISIANA

PARISH OF JEFFERSON

Personally appeared before me, the undersigned authority in and for the said parish and state, on this 31st day of July, 2009, within my jurisdiction, the within named Robert Schneckenburger, who acknowledged that he is Senior Vice President of JPMorgan Chase Bank N.A., a national banking association (the "*Bank*"), and that for and on behalf of the said Bank, and as its act and deed, he executed the above and foregoing Fourth Amendment, after first having been duly authorized by said Bank so to do.



A handwritten signature in black ink, appearing to read "John Patrick Beauchamp", written over a horizontal line.

John Patrick Beauchamp
Notary Public
Bar Roll No. 02898
Jefferson Parish, Louisiana
My commission is for life.

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

PART OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 33,
T-1-S, R-8-W, DESOTO COUNTY, MISSISSIPPI
MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast
Quarter of said Section, said point being the intersection of the Centerline of Nail
Road and Tulane Road;

Thence West a distance of 190.10 feet;

Thence North a distance of 39.22 feet to the North Right-of-Way line of said Nail
Road and to the Point of Beginning;

Thence South 89°51'30" West along said North Right-of-Way line a distance of
485.24 feet;

Thence North 00°08'30" West a distance of 49.37 feet;

Thence North 25°16'00" East a distance of 947.30 feet;

Thence North 67°41'49" East a distance of 80.82 feet to the West Right-of-Way
line of Tulane Road, said point being a Curve;

Thence Southerly along said Right-of-Way line of Tulane Road, a Curve to the
Right, having a Delta of 17°08'32", a Radius of 2251.83 feet, a Chord of South
12°51'39" East 671.22 feet;

Thence South 85°40'51" West a distance of 150.00 feet;

Thence along a Curve to the Right having a Delta of 04°10'39", a Radius of
2101.83 feet, a Chord of South 02°17'40" East 153.21 feet;

Thence South 00°08'30" East a distance of 116.75 feet to the Point of Beginning
and containing 7.45 acres.